

EXHIBIT 2



Mortgage Broker Agreement

This Mortgage Broker Agreement (the "Agreement") is entered by Lender and Broker:

(a) "Lender" collectively refers to Washington Mutual Bank FA, Washington Mutual Bank fsb, Long Beach Mortgage Company and any entity that controls, is controlled by, or is under common control with any of them. "Lender Affiliate" refers to any one of the entities included in the definition of "Lender."

(b) "Broker" refers to **(Broker's License must match the information listed below)**

Legal Name: Universal American Mortgage Company of California

Doing Business As: _____

Tax Identification Number: 33-0696414

Broker is **(select one)**:

☐ an individual

☐ a partnership organized under the laws of the state of _____

☒ a corporation organized under the laws of the state of California

☐ a limited liability corporation organized under the laws of the state of _____

This Agreement is effective on the date signed by Lender below (the "Effective Date").

RECITALS

A. Broker, in the ordinary course of its business, (1) represents loan applicants in locating lenders and counsels loan applicants in the financing process; (2) assists loan applicants in preparing applications and collecting information in support of applications for mortgage loans, (3) submits applications and supporting materials to various lenders for underwriting and potential loan funding ("Application Packages"); and (4) performs other services and provides such other goods and facilities as are customary in the mortgage broker industry and as are uniquely required to meet the needs of each mortgage loan applicant (collectively "Broker Services").

B. Lender accepts residential mortgage loan submissions from its approved mortgage brokers and, subject to Lender's product, program, credit, and lending policies and to the terms of The Broker Guide, underwrites and funds residential mortgage loans.

C. Broker, having reviewed this Agreement and the Broker Guide(s) for the Lender Affiliate with which Broker will transact business under this Agreement, seeks to be an approved broker for Lender.

THEREFORE Lender and Broker agree:

1. THE BROKER GUIDE

1.1 Incorporated into Broker Agreement. Broker has received and reviewed the Broker Guide for the Lender Affiliate(s) with which Broker will transact business under this Agreement (collectively "the Broker Guide") and agrees that the Broker Guide, as amended from time to time, is incorporated by this reference in its entirety into this Agreement. Broker agrees to comply with

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and be bound by all of the terms and conditions of the Broker Guide of the Lender Affiliate(s) with which it transacts business under this Agreement in connection with that business, including (but not limited to), the Eligibility Standards of the Lender Affiliate(s), Fair Lending Policy, Website Responsibilities and Confidentiality, Responsible Mortgage Lending Commitment, and all of the representations, warranties, covenants, and indemnifications set forth in the Broker Guide of the Lender Affiliate.

1.2 Amendments to Broker Guide. Broker understands and agrees that upon notice of an amendment to the Broker Guide delivered to Broker, the amendment is binding on Broker and deemed to be an amendment to this Agreement from the date of notice. Submission of the first Application Package following the date of notice shall be deemed conclusive evidence of Broker's agreement to the amendment. If Broker chooses not to accept the amendment, Broker must give written notice of termination to Lender within thirty (30) calendar days of notice of the amendment. Application Packages submitted by Broker to Lender prior to the Broker's notice of termination will be governed by this Agreement without giving effect to the amendment underlying the termination. Broker will not submit, and Lender will not accept, Application Packages on or after Broker's notice of termination. Notices of amendment and notices of termination under this section shall be given as provided in Section 8.1.

2. APPLICATION PACKAGES; MORTGAGE LOANS

2.1 Acceptance of Application Package. During the term of this Agreement, Broker may submit an Application Package to Lender and Lender may, in its sole discretion, accept such Application Package, subject to Broker's compliance with the terms and conditions of this Agreement and the Broker Guide. Broker will submit to Lender only those Application Packages which are for types of loans and on terms and conditions offered by Lender at the time of submission and which otherwise meet all the requirements for complete applications as provided in the Broker Guide.

Broker understands that pursuant to Title 18 United States Code Section 1014 it is a crime to knowingly and willfully to falsify or conceal a material fact or make a false statement in a loan application.

Any loan commitment issued to an Applicant is effective only if properly executed by Lender. Oral commitments shall not be valid or binding on Lender under any circumstances.

2.2 Broker Compensation. (a) **Fees Paid by Applicants to Broker.** In consideration of Broker Services actually performed or furnished by Broker in connection with each Application Package, compensation may be paid by the Applicant to Broker in accordance with Broker's agreement with the Applicant and applicable law. Lender is not a party to any agreement between Broker and an Applicant. Lender is not responsible for collection of Broker's compensation from Applicant.

(b) **Fees Paid by Lender to Broker.** In consideration of Broker Services actually performed or furnished by Broker in connection with each Application Package, compensation may be paid by the Lender to Broker in accordance with the Broker Guide, provided that all Broker Services must have been performed or furnished in accordance with this Agreement, The Broker Guide and applicable law.

(c) **Disclosure to Applicant.** Broker represents and warrants to Lender, with respect to each Application Package submitted to Lender, that Broker has fully disclosed to and discussed with each Applicant the scope of the services Broker will perform and the terms of the compensation to be paid for such services. Broker agrees that it will collect only compensation which represents the reasonable market value of the Broker Services it provides or furnishes.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF BROKER

3.1 Broker Guide. Broker hereby makes to Lender all of Broker's representations, warranties, covenants and obligations set forth in the Broker Guide (other than those representations and warranties that relate only to individual Application Package or Mortgage Loans, which are made and are effective as set forth in the Broker Guide). Broker also agrees that Broker shall continue to comply with all of Broker's representations, warranties, covenants and obligations set forth in the Broker Guide and this Agreement, and that if any be or become untrue or inaccurate at any time in any material respect, Broker will give prompt notice to Lender. Lender's rights and remedies with respect to any breach will survive delivery and Funding of any Mortgage Loan and the termination or expiration of this Agreement.

3.2 Compliance with Law; Licensing. Without limiting Section 3.1 or any other provision in this Agreement, Broker represents and warrants to Lender that (i) it is knowledgeable in all aspects of real estate lending and the duties, obligations, limitations and requirements imposed on Broker under any law, regulation or rule applicable to Broker, (ii) it is in good standing and licensed under and according to the laws of the jurisdictions in which Broker is acting under this Agreement, and (iii) it will, during the term of this Agreement, maintain such qualifications and licenses.

4. INDEPENDENT CONTRACTOR; NO SECONDARY BROKERAGE

4.1 Independent Contractor. Neither Broker nor Lender is or shall be deemed an employee, agent, representative or partner of the other for any purpose. Each party is acting solely on its own behalf and as an independent contractor. Broker will not represent or conduct itself in any manner which could lead a person to infer that Broker was or is the employee, agent, representative or partner of Lender, or that Broker has the authority to make any commitment or contract or bind Lender in any way. Broker will not use Lender's name in any solicitation, including (but not limited to) advertising or marketing promotions, without the specific written consent of Lender.

4.2 No Secondary Brokerage. Broker will not submit Application Packages on behalf of another broker who is not a party to this Agreement. Broker agrees to hold harmless and indemnify Lender with respect to any claims made against Lender by any person on the basis of any arrangement or agreement made by or on behalf of Broker not provided for in this Agreement.

5. ACCESS TO BOOKS AND RECORDS; INFORMATION REQUESTS

Lender reserves the right to request data, documents and records from Broker to assure Lender that Broker processes, systems and operations in connection with any Application Packages submitted to Lender comply with this Agreement and the Broker Guide, including (but not limited to) Lender's Fair Lending Policy, Website Responsibilities and Confidentiality Policy, and Responsible Mortgage Lending Commitment.

6. EVENTS OF DEFAULT; REMEDIES; INDEMNIFICATION

Broker will be in default under this Agreement upon the occurrence of any Event of Default under the Broker Guide, and will be subject to any remedies available to Lender, including (but not limited to) indemnification of Lender, and Broker's obligation to purchase one or more of the Mortgage Loans, as more fully set forth in the Broker Guide. Broker agrees to indemnify, hold harmless, and defend Lender, its directors, officers, employees, agents, successors and assigns (collectively, the "Indemnified Parties") from and against any and all losses, claims, demands, damages, expenses or costs (including, but not limited to, reasonable attorneys' fees and costs incurred by any Indemnified Party, with or without suit) which in any way arise out of or relate to

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an alleged act or omission of Broker or any of its directors, officers, employees, or agents in connection with an Applicant, an Application Package, a Mortgage Loan, or this Agreement. Broker will give Lender immediate notice of any suit or action instituted against Broker which relate to an Applicant, an Application Package, a Mortgage Loan or Broker's activities in connection with this Agreement, and Lender shall have the right to participate in any such suit or action. Lender reserves the right to approve Broker's selection of attorneys hired by Broker to protect Lender's interests.

Without waiver of its right to exercise any other remedy, Lender may, in its sole discretion, suspend or terminate this Agreement and Broker's approved status with Lender.

7. DURATION; EFFECT OF TERMINATION OR EXPIRATION

This Agreement shall continue in full force and effect until the earlier of: (i) termination, as set forth in Paragraph 1.2 of this Agreement; or (ii) termination as set forth in the Broker Guide. The Agreement may be terminated upon receipt of notice in a manner as set forth in Section 8.1 of this Agreement. The Broker Guide sets forth the effect of any such termination. Upon any termination, Lender shall have no obligation to renew or extend this Agreement.

8. MISCELLANEOUS

8.1 Notices. (a) All notices to Broker of amendments to the Broker Guide and those documents incorporated by reference to the Broker Guide will be posted online in the same location as the Broker Guide until such time that they are published to the Broker Guide. All other notices to Broker will be deemed delivered when sent by fax or e-mail via the contact information provided by the broker or when sent by overnight delivery to the following street address:

Street Address:

391 N. Main Street
Suite 200
Corona, CA 92880
 Attention: John M Hall, Sr. VP
 Telephone Number: 305-229-6500

(b) All notices to Lender will be deemed delivered when sent by overnight delivery as indicated below:

Address for Notice: Washington Mutual
 Broker Credit Administration
 7301 Baymeadows Way
 Jacksonville, FL 32256
 Mail Stop: JAXB2001

8.2 Governing Law. This Agreement shall be interpreted, and the obligations, rights and remedies of the parties shall be determined, in accordance with the substantive laws of the State of Washington without regard for the principles of conflict of laws.

8.3 Attorneys' Fees. In any action at law, in equity, or by arbitration brought to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, including costs allocable to in-house attorneys, in addition to any other relief to which the prevailing party may be entitled.

8.4 Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement and any amendments hereto, and the application of such term,

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covenant, or condition to other persons or circumstances, shall not be affected thereby, and this Agreement and all terms, covenants, and conditions hereof shall in all respects continue to be valid and enforceable to the full extent permitted by law.

8.5 Relationship of Agreement and Broker Guide. All capitalized terms used in this Agreement and not otherwise defined shall have the meanings set forth in the Broker Guide of the Lender Affiliate with whom the Broker is transacting business.

8.6 Assignability. As more fully set forth in the Broker Guide (i) Broker may not transfer or assign any of its rights or duties under this Agreement without Lender's prior written consent; and (ii) Lender may assign its rights and duties under this Agreement to an affiliate of Lender without Broker's consent or approval.

8.7 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original but which together shall constitute one and the same Agreement.

This Agreement has been executed by duly authorized representatives of Lender and Broker.

BROKER: Universal American Mortgage Company of California

By: _____

Print Name: John M. Hall

Title: Senior Vice President

Date Signed by Broker: September 30, 2005

LENDER:

By: _____ Michelle Cahill

Print Name: _____ DEC 29 2005

Title: _____ Michelle Cahill, Officer, Broker Due Diligence

Date Signed by Lender/Effective Date: _____